



FL LIC: CVC57085 - MA LIC: 8225A1 - RI LIC: A-005192 - CT LIC: ELC.0204095-E1 - NH LIC: 14976

Contractor Information

Lunex Power, Inc.
4721 N Grady Ave. Tampa FL 33614
813-540-8807
info@lunexpower.com

Customer Information

CUSTOMER NAME: Dane Northcutt

EMAIL: keetchey7@gmail.com

PHONE NUMBER: (386) 292-9371

STREET ADDRESS: 463 NW Divider Terrace

CITY, STATE, ZIP CODE: Lake City, FL 32055

Installation Location

STREET ADDRESS: 463 NW Divider Terrace

CITY, STATE, ZIP CODE: Lake City, FL 32055



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CUSTOMER INSTALLATION CONTRACT

This Customer Installation Contract (the “**Contract**”) entered into this 9th day of October, 2023, between Lunex Power, Inc. or any entity with which it is or hereafter may become affiliated or any successor in interest to Lunex Power, Inc. (referred to as “**Lunex**” or the “**Contractor**”) and the Customer named above (hereinafter referred to as “**Customer**”) (collectively, the “**Parties**”), for the sale, permitting, installation and interconnection (the “**Work**”) of the solar system described below (the “**Project**”) at the Installation Location described above (the “**Property**”).

WHEREAS, Lunex has the capability and capacity to provide the Work for the Project at the Property;

WHEREAS, Customer desires to retain Lunex to provide said Work for the Project at the Property, and Lunex is willing to perform such Work under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lunex and Customer agree as follows:

1. **Scope of Work.** Lunex shall provide the Work for the Project at the Property, the specifics of which are set forth in the Statement of Work (“Statement of Work”), attached as **Exhibit A**. The Statement of Work contains key terms and conditions of this Contract.

2. **Lunex’s Obligations.**

- a. To the extent required by law all Work shall be performed by individuals duly licensed and authorized by law to perform said work. All work shall be completed in a workman-like manner and in compliance with all building codes and the conditions and requirements of solar installers by State and Federal laws. Lunex agrees to remove all debris and leave the Property in clean condition of any dispute at the completion of the Work each day and at the conclusion of the Project. Customers should always contact Lunex with any solar related questions or warranty inquiries. Snow removal or dust cleaning is not included in Lunex’s maintenance plans.
- b. Lunex will provide continuous over the web monitoring of the systems performance and function for a period of three hundred months or (25 years) following completion of the installation. Maintenance includes but is not limited to: system troubleshooting, recalls, system repair and any upgrades or improvements specifically called for by manufacturers of installed equipment.



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- c. Lunex will obtain any necessary permits for the Work to be performed, at Lunex's cost. Lunex shall not be responsible for delays in work due to the actions or inactions of any permitting and regulatory agencies or their employees. Customer shall cooperate with Lunex in preparing applications for grants, permits and for interconnection agreements with its electric utility and Customer agrees to execute any applications or other documents where required to obtain such grant, permits and interconnection agreements and authorizes Lunex to amend or supplement any application as may be required in connection with obtaining approvals and agrees to execute any such amendment or supplement where required.
- d. At all times during the Work, Lunex will maintain commercial general liability insurance in a limit of not less than \$1,000,000 per occurrence; \$1,000,000 per occurrence for personal injury and \$2,000,000 general aggregate; Minimum additional \$1,000,000 umbrella for excess liability coverage; Commercial automobile liability with a combined single limit of \$1,000,000; and Workers' compensation coverage as required by the state law, in the state where this Contract is signed, with Lunex's Liability limits of \$500,000 each accident, \$500,000 disease-each employee and \$500,000 disease-policy limit.

3. Customer Obligations.

- a. Customer is required to provide broadband internet connection (standard RJ45 ethernet jack or WiFi) for the PV system monitoring device that is selected and installed by Lunex.
- b. Area to be cleared 36" in front and around utility meter including but not limited to; trash cans, recycling bins, foliage, bushes, flower beds and other landscaping that may prohibit access to the utility meter. Failure to clear this area may result in a failed municipal electrical inspection along with a delay of net meter replacement by utility.
- c. Customer confirms that it owns the Property and that it has the right to have the Work done and the Project placed on its Property without the approval of any other party. Customer will be responsible for the structural integrity of the location where the Project is installed, including structural or electrical modifications necessary to prepare Customer's Property for the Project. Customer agrees that Lunex is not responsible for any known or unknown Property conditions.



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- d. Customer grants to Lunex and its employees, agents and contractors the right to reasonably access all of the Property as necessary for the purposes of (i) installing, constructing, operating, repairing, removing and replacing the System or making any additions to the Project; (ii) installing, using and maintaining electric lines and inverters and meters, necessary to interconnect the Project to Customer's electric system at the Property and/or to the utility's electric distribution system; or (iii) taking any other action reasonably necessary in connection with the construction, installation, operation, removal or repair of the Project.

4. **Fees, Expenses, and Tax Credits.** In consideration of the provision of the Work and the rights granted to Customer under this Contract, Customer shall pay the fees in the fee schedule set out in the Statement of Work. If a payment is not made when due, Lunex may suspend Work on the Project, until such time as all payments due have been made in full. Failure to make payment for a period more than 14 calendar days from the due date of the payment shall be deemed a material breach of this Contract. In the event the Customer entering this Contract fails to pay any installment payment due hereunder within 14 calendar dates of the due date, Lunex may cease Work without breach pending payment of resolution. It is the Customer's sole responsibility to obtain any rebates and tax credits available upon completion of the Work and Project. Customers acknowledge, understand and agree that in order to realize the benefit of the solar investment tax credit, they must have federal income tax liability that is at least equal to the value of the tax credit. Customer's estimated tax credit for the solar system is stated in the Statement of Work, attached hereto. Lunex makes no representation on the amount or Customer's ability to realize such tax credit and it shall be Customer's responsibility to include such claim when preparing its tax returns. Lunex makes no guarantees, representations, or warranties regarding system output or production expected utility rate increases, or any other factors used to calculate the Customer's payment or savings. No production estimates from the system installed based on this Contract, whether given verbally or in writing, shall be legally binding and are merely intended as informational estimates. The Customer understands that they will still receive utility bills due to utility hookup fees, as well as lack of net metering credits, increased usage, weather patterns, age of HVAC, age of roof, inefficient windows and insulation. Lunex is not responsible for the Customer's usage.

5. **Customer's Cancellation Rights.** Customer has the right to cancel this Contract within 72 hours after signing. Initial deposit is non-refundable after 72 hours. If Customer cancels the Contract at any point after 72 hours of signing the Contract, Customer will be required to pay Lunex liquidated damages as set forth below in Paragraph 6.



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6. **Liquidated Damages and Remedies.** The Parties intend for the liquidated damages set forth below constitute compensation, and not a penalty. The Parties acknowledge and agree that the Contractor's harm caused by a Customer's cancellation of the Contract would be impossible or very difficult to accurately estimate of the anticipated or actual harm at the time this Contract was executed, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from the Customer's cancellation of the Contract. The Customer's payment of the Liquidated Damages is the Customer's sole liability and entire obligation and Lunex's sole remedy if Customer breaches the Contract by canceling or failing to perform Customer's obligations under this Contract. For any other breach by Customer, Lunex is entitled to actual damages and all other remedies available at law.

- a. Customer must pay 10% of the Contract value (as stated in the Statement of Work) if Customer cancels the Contract before the permit is issued, which includes the Customer's initial deposit;
- b. Customer must pay 25% of the Contract value if Customer cancels the Contract after the permit is issued;
- c. Customer must pay 40% of the Contract value if Customer cancels the Contract after the Work is scheduled and materials have been ordered.
- d. If Customer fails to make a scheduled payment within 30 days of the deadline, Lunex will treat such conduct as a cancellation and Customer must pay the amount set forth above depending on the status of Work and Project. For example, if Customer fails to make a payment within 30 days of the deadline and Lunex has already been issued the permit, scheduled the Project, and ordered materials, Customer must pay 40% of the Contract value.



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7. Limited Warranty and Limitation of Liability.

- a.** Lunex warrants that it shall perform the Work:
 - i.** In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Contract.
 - ii.** Using personnel of industry standard and required skill, experience, and qualifications.
 - iii.** In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.
 - iv.** A warranty for all workmanship for a period of three hundred months (or 25 years) following completion. Workmanship includes: roof penetrations made by Lunex. Roof penetrations shall be weather tight for the entire period of the Lunex workmanship warranty. Lunex's workmanship warranty is null and void due to the following: natural disasters; any force majeure event; rodent and/or pest damage; PV module removal by any company or person(s) other than Lunex; Hard ball strikes or hard strikes of any sort - hail included; Solar module removal due to roof removal and/or replacement without Lunex's consent. Lunex shall not be liable for any delay due to circumstances beyond its control including weather, casualty or general unavailability of materials.
- b.** Lunex's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:
 - i.** Lunex shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Lunex cannot cure such breach within a reasonable time 30 days after Customer's written notice of such breach, Customer may, at its option, terminate the Contract by serving Notice pursuant to Section 16.
 - ii.** In the event the Contract is terminated pursuant to Section 7(b)(i) above, Lunex shall within 30 days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for the Work, less a deduction equal to the costs incurred by Lunex up to that point.



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iii. The foregoing remedy shall not be available unless Customer provides written notice of such breach within 30 days after acceptance of the Work and completion of the Project.

c. LUNEX MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 7(a), ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

d. Solar PV modules, inverters and balance of systems items carry their own manufacturer's warranty in which the manufacturer is to uphold for their respective warranty periods. Lunex is not responsible for any manufacturer's warranty.

8. Limitation of Liability.

a. IN NO EVENT SHALL LUNEX BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT LUNEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. IN NO EVENT SHALL LUNEX'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED TWO TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO LUNEX PURSUANT TO THE STATEMENT OF WORK.

9. **Changes, Alterations, or Deviations to the Project.** Any alteration or deviation from the above specifications to the Project including but not limited to; any such alteration or deviation involving additional material and/or labor costs, will be executed only upon a written agreement by Customer and Lunex. All changes to the Work previously ordered by Customer, shall be in writing and signed both by Customer and Lunex and shall be incorporated in and become a part of this Contract. Customer authorizes Lunex to make corrections to the utility and incentive paperwork to conform to this Contract or any amendments to this Contract that each Party signs and as necessary to complete the Work for the Project.



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10. **Tax Credit Disclosure.** The Investment Tax Credit (“ITC”) is a dollar for dollar reduction of what is owed, or a refund of what is already paid to the Federal Government in Tax Liability of a given year. It is worth 30% of the total system cost. As the purchaser and owner of a solar photovoltaic system, you may qualify for certain federal, state, local or other rebates, tax credits or incentives (collectively, “Incentives”). Lunex is not responsible for the Customer’s financial arrangements. The Customer hereby acknowledges that Lunex and its representatives do not provide financial or tax advice and the Customer should seek their own tax accountants for advice on qualifying for possible tax credits and tax benefits which may or may not apply to them.

11. **Subcontractors.** Lunex may at its discretion engage subcontractors to perform the Work, provided Lunex shall pay said subcontractor and in all instances remain responsible for the proper completion of the Work on the Project outlined in this Contract.

12. **Force Majeure.**

- a. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract, when and to the extent such failure or delay is caused by or results from acts beyond the reasonable control of the impacted Party ("Impacted Party"), including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Contract; and (i) other events beyond the reasonable control of the Impacted Party.
- b. The Impacted Party shall give notice to the other Party, within 10 days of the Force Majeure Event, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 14 days following written notice given by it under this Section, either Party may thereafter terminate this Contract upon 15 days' written notice.



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13. **Lunex's Termination Rights.** Lunex may terminate this Contract, upon seven (7) days written notice to Customer if Customer (i) materially breaches this Contract, and does not cure the breach within 30 days after receipt of written notice of such breach, or such material breach is incapable of cure; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; or (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven days or is not dismissed or vacated within 45 days after filing. Lunex may also terminate this Contract on written notice to Customer if Customer fails to pay any amount when due hereunder: (a) such failure continues for 14 days after Customer's receipt of written notice of nonpayment; or (b) more than three consecutive payments as required in the fee schedule in the Statement of Work.

14. **Entire Agreement.** This Contract, including and together with any related Statements of Work, exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

15. **Indemnification.** Both Parties shall indemnify, defend and hold harmless the other and its employees, officers, directors, agents and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, demands for injury to persons, including death, or damage to property, to the extent caused by the negligence or willful misconduct of the indemnifying party.

16. **Notices.** All notices, requests, consents, claims, waivers and other communications under this Contract must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Contract, a notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Notice to Customer:

ADDRESS: 463 NW Divider Terrace

Lake City, FL 32055

NAME Dane Northcutt

Notice to Lunex:

4721 N Grady Ave

Tampa, FL 33614



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Attn: Daniel Gawrych

17. **Severability.** If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

18. **Amendments.** No amendment to or modification of this Contract is effective unless it is in writing identified as an amendment to this Contract and signed by an authorized representative of each Party.

19. **Waiver.** No waiver by any Party of any of the provisions of this Contract shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Contract shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20. **Assignment.** Customers shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Contract without the prior written consent of Lunex. Any purported assignment, transfer, delegation or subcontract in violation of this Section shall be null and void. No assignment, transfer, delegation or subcontract shall relieve Customer of any of its obligations hereunder. Lunex may at any time assign, transfer, delegate or subcontract any or all of its rights or obligations under this Contract without Customer's prior written consent.

21. **Successors and Assigns.** This Contract is binding on and ensures to the benefit of the Parties to this Contract and their respective permitted successors and permitted assigns.

22. **No Third-Party Beneficiaries.** This Contract benefits solely the Parties to this Contract and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

23. **Choice of Law.** This Contract, including all exhibits, schedules, attachments and appendices attached to this Contract and thereto and all matters arising out of or relating to this Contract are governed by, and construed in accordance with, the laws of the State of Massachusetts, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Massachusetts.



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24. **Choice of Forum.** Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Contract, including all exhibits, schedules, attachments and appendices attached to this Contract, and all contemplated transactions in any forum other than the United States District Court for the District of Massachusetts or if such court does not have subject matter jurisdiction, the courts of the State of Massachusetts sitting in Worcester County, Massachusetts and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the United States District Court for the District of Massachusetts or the Worcester District Court sitting in Worcester County, Massachusetts.

25. **Privacy/Publicity.** Customer grants Lunex the right to publicly use, display, share, and advertise the photographic images, Project details, price and any other non-personally identifying information of Customer's Project. Lunex shall not knowingly release any personally identifiable information about Customer or any data associating Customer with the Project location. Customer may opt-out of these publicity rights by giving Lunex written notice under this Contract.

26. **WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS CONTRACT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS CONTRACT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS CONTRACT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS OR APPENDICES ATTACHED TO THIS CONTRACT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date first written above by their respective officers thereunto duly authorized.

Customer

Lunex Representative

Dane Northcutt
(Print Name)

Cameron Sacco
(Print Name)

Dane Northcutt
(Signature)

Cameron Sacco
(Signature)

Date: October 9, 2023

Date: October 9, 2023



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Notice of Right To Cancel (1 of 2)

Date: _____

You, the buyer, have the right to cancel this contract within three business days.

You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you have paid within 10 days of receiving the notice of cancellation. For your part you must make available to the contractor at your residence (if any), in substantially as good condition as you received it, any goods delivered to you under this contract or sale.

You may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk.

If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation.

I HEREBY CANCEL THIS TRANSACTION.

CUSTOMER SIGNATURE: _____

PRINT CUSTOMER NAME: _____



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Notice of Right To Cancel (2 of 2)

Date: _____

You, the buyer, have the right to cancel this contract within three business days.

You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you have paid within 10 days of receiving the notice of cancellation. For your part you must make available to the contractor at your residence (if any), in substantially as good condition as you received it, any goods delivered to you under this contract or sale.

You may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk.

If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation.

I HEREBY CANCEL THIS TRANSACTION.

CUSTOMER SIGNATURE: _____

PRINT CUSTOMER NAME: _____



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EXHIBIT A - STATEMENT OF WORK

1. Specification of the Project and Estimation of the Significant Materials to be Used and/or Equipment to be Installed.

- a. Description of the Project:
- Panel Manufacturer: Hanwha
 - Panel Wattage: 400w
 - Panel Quantity: 13
 - Inverter Manufacturer: Enphase
 - Inverter Model: IQ8PLUS-72-2-US
 - Inverter Quantity: 13
 - Racking Manufacturer/Model: _____
 - Battery Manufacturer: _____
 - Battery Model: _____
 - Battery Quantity/Size: _____
- b. System Size DC (Module Size): 5.2kW
Annual Production Estimate 7189 kWh
- c. Condition: New
- d. Lunex makes no guarantees, representations, or warranties regarding system output or production expected utility rate increases, or any other factors used to calculate the Customer's payment or savings. No production estimates from the system installed based on this Contract, whether given verbally or in writing, shall be legally binding and are merely intended as informational estimates. The Customer understands that they will still receive utility bills due to utility connection fees, as well as lack of net metering credits, increased usage, weather patterns, age of HVAC, inefficient windows and insulation. Lunex is not responsible for any increase in the customer's usage.
- e. Lunex reserves the right to substitute the solar module agreed upon in the Contract with an equivalent or better solar module at the discretion of Lunex if it is in the best interest of the Customer.

2. Contract Price and Schedule of Payments.

- a. The Contract price for the Project is \$ 22,632.61. The Contract price is subject to any amendments and change orders agreed to in writing by both parties.
- b. Total System Cost: \$ 22,632.61.
- c. Down Payment: \$ 0.00.
- d. Amount to be Financed: \$ N/A.
- e. The pricing in this Contract is valid for **14 days** after 10/09/2023 [date]. If Customer does not sign this Contract and return it to Lunex on or prior to 14 days after the date specified immediately above, Lunex reserves the right to reject this Contract unless Customer agrees to Lunex's then current pricing.
- f. If paying by cash the following payment schedule applies:
- a. 33% Due at contract signing
 - b. 33% Due at Engineering and permitting approval (permit in hand)
 - c. 34% Due when county inspection has passed



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3. Disclaimers.

- a. Please note that grid tied solar photovoltaic systems do not provide backup power in the event of a utility outage.
- b. To maintain active solar system output during a power outage, a grid interactive battery system is required.
- c. Useful life of battery or solar PV module is not guaranteed by Lunex Power
- d. Time of battery backup is not guaranteed by Lunex Power

4. Financing. With your loan, you have two options for how you use the benefit of this tax credit:

- a. You can invest the credit into your loan, which will keep your monthly payments low and help deliver monthly savings more quickly
- b. You can keep that credit yourself. Regardless of which option you choose, your loan will re-amortize by the 12th month. If you choose not to make the Incentive Investment or any other prepayments, the amount of your monthly payments will increase because you would owe the full 100% principal of the loan for the remaining term, rather than 70% (the tax credit is worth 30%)

Customer

Lunex Representative

Dane Northcutt

Cameron Sacco

(Print Name)

(Print Name)

Dane Northcutt

Cameron Sacco

7c4eae9fd4b68424f27dc9d46780a02453edf093dca5bce5676

bea6f4bdcdf5b352fe9a601b4b41152ca5005892383be557dc0

(Signature)

(Signature)

Date: October 9, 2023

Date: October 9, 2023

Notes:



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Addendum to Residential Solar
Installation & Home Improvement
Contract

Solar Insure

Customer Name(s) : _____

Address/Property : _____

City : _____ State: _____ Zip: _____

This Addendum and the following terms and conditions are hereby incorporated in and made a part of the Residential Solar Installation & Home Improvement Contract ("Contract") between the Customer(s) listed above ("Customer") and (*Lunex Power Inc.*) ("Contractor") with respect to the Property. This Addendum shall amend and supersede the Contract with respect to the following terms and conditions.

This Home Improvement Contract includes one or more limited warranties (collectively, the "Limited Warranties") and Software Monitoring Services and Limited Warranty (collectively, the "Software Monitoring Services and Limited Warranty") provided by Solar Insure that covers component defects to the System, roof penetrations within 3 inches of the solar roof attachment, and related labor costs. The Limited Warranties apply automatically upon Customer's purchase and installation of the System and no further action is required by Customer for the Limited Warranties to take effect. This Home Improvement Contract also includes the purchase by Customer of Software Monitoring Services Limited Warranty for the System. Customer agrees to give Solar Insure and its Affiliates the necessary access to the Applicable System and its data in order for such services to be provided. Internet connectivity must be enabled throughout the entire term of each Limited Warranty and the Software Monitoring Services and Limited Warranty. Full details will be provided to Customer in the Limited Warranties.

Additionally, during the applicable period for any Limited Warranty in respect of roof penetration, Solar Insure will provide for labor, travel, and/or sealant necessary to remedy any Applicable Roof Penetrations within 3 inches of the solar roof attachment. For the avoidance of doubt, Solar Insure is not responsible for any penetration beyond 3 inches of the solar roof attachment or any labor associated with the removal and/or replacement of a roof if replacement is necessary in the future.

The Limited Warranty provided by Solar Insure is separate and apart from Contractor's limited warranties as may be set forth in the Contract and while coverage under the Solar Insure Warranty solely rests with Solar Insure, Customer should contact Contractor for coordination of Solar Insure warranty requests and services. Customer agrees and acknowledges that Solar Insure is a supplier of a Software Component Monitoring and Limited Warranty and not an affiliate of Contractor and that any and all warranty obligations of Solar Insure are not the obligations of Contractor.

Except as set forth in this Addendum, the undersigned reaffirm the terms and conditions of the Home Improvement Contract.

This Addendum and the foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt.

Customer Signature: _____

Date: _____

(Lunex Power Inc.): _____

Date: _____



FL LIC: CVC57085 - MA LIC: 8225A1 - RI LIC: A-005192 - CT LIC: ELC.0204095-E1 - NH LIC: 14976